

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: Maurice M. Burch, Jr., : Case No. 11-54516
Renee C. Burch, :
(fka Renee C. Snedden) : Chapter 13
: Judge C. Kathryn Preston

Debtor(s).

CHAPTER 13 PLAN FILED UNDER BAPCPA

NOTE: The term “Debtor” as used throughout this Plan shall reference either a single debtor or joint debtors.

<input type="checkbox"/> Original Plan <input checked="" type="checkbox"/> Amended Plan; Date Amended: <u>July 13, 2011</u>		
All pre-confirmation amendments to an original Mandatory Form Plan shall be accomplished by filing a complete Mandatory Form Plan with the changes highlighted or reflected in bold or italic typeface.		
<input checked="" type="checkbox"/> Above Median Income <input type="checkbox"/> Below Median Income	Solvent Estate: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Dividend to unsecured creditors: <u>5.00</u> %
Debtor Claims to be Eligible for Discharge: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Joint Debtor Claims to be Eligible for Discharge: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Debtor (1) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on <u>April 27, 2011</u> OR (2) converted this case to a case under Chapter 13 on _____ (“Petition Date”).		

A. PAYMENTS

A(1). Plan Payments.

The future earnings of Debtor are submitted to the supervision and control of the Trustee. Debtor shall pay the Trustee the sum of \$ 2,500.00
 per month (enter all step-payments), for a period not to exceed sixty months. Debtor shall commence payments within thirty days of the Petition Date, and distributions shall begin upon confirmation pursuant to § 1326(a). The effective date of the Plan shall be the date of entry of an order confirming the Plan.

From the payments so received, the Trustee shall make disbursements, subject to the Trustee's fee. The disbursement schedule is dependent upon receipt of regular monthly Plan payments. Any increases to monthly mortgage or escrow payments without corresponding changes to the Plan payment may impact the disbursement schedule. The Trustee is authorized within his discretion to calculate the amount and timing of distributions as is administratively efficient.

A(2). Pre-Confirmation Adequate Protection Payments/Lease Payments.

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee, subject to his full fees, to the creditors listed below. Except as provided by § 501(c), secured creditors must file a proof of claim to receive payment. Unless otherwise ordered by the Court, payments will be reserved by the Trustee until confirmation and distributed to these creditors after confirmation. If the case is dismissed or converted prior to confirmation, the Trustee will distribute the reserved payments, pro rata, to the creditors listed below.

Creditor	Lease/PMSI	Property Description	Monthly Adequate Protection Payment
Rhodes Furniture	PMSI	Furniture	\$5.00
Wells Fargo Auto Finance	PMSI	Dodge Ram Truck	\$100.00
Wells Fargo Financial	PMSI	Chevrolet Venture	\$100.00

A(3). Administrative Expenses, Attorney Fees, and Priority Payments.

Administrative expenses, attorney fees, and priority payments as required by § 1326(b) shall be paid concurrently with Class 2 claims. The total attorney fee for services as set forth in LBR 2016-1(b)(2)(A) is \$ 3,500.00 . Debtor's attorney received \$ 1,526.00 prior to the Petition Date. The Trustee shall disburse a minimum monthly amount of \$ 590.00 to Debtor's attorney until the balance of \$ 1,974.00 is paid in full. Fees for independent appraisals of real estate will be paid as administrative expenses pursuant to § 503 upon the timely filing of a proof of claim.

B. CLASS 1—CLAIMS SECURED BY REAL PROPERTY

Except as set forth in section B(3), all secured creditors secured only by a security interest in real property shall retain their liens until the later of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law.

B(1). Mortgage Payments Outside Plan.

Regular monthly payments on the following mortgage claims will be paid directly by Debtor, if direct payments are permitted by LBR 3015-1(d)(1):

Creditor	Property Address

B(2). Conduit Mortgage Payments.

Regular mortgage payments on the following mortgage claims will be paid on a conduit basis by the Trustee, subject to his full fees, beginning with the first calendar month after the Petition Date, if conduit payments are required by LBR 3015-1(d)(1) or proposed by Debtor. The holder of a mortgage claim paid by conduit mortgage payments shall provide the Trustee with written notice of, or shall file an amended proof of claim for, any changes in the monthly mortgage or escrow payments during the term of the Plan. The mortgage claim holder shall also serve a copy of the written notice or amended proof of claim on Debtor and Debtor's attorney. Upon receipt by the Trustee of such written notice, or upon the filing of an amended proof of claim, the Plan shall be deemed modified to permit the Trustee to disburse the amended conduit mortgage payment amount.

Creditor	Property Address	Monthly Conduit Mortgage Payment
HSBC Mortgage Services (1st Mortgage)	2615 Virginia Ridge Rd Philo, Ohio 43771	\$1,577.00

B(3). Liens and/or Mortgages to be Paid as Unsecured Claims.

The following claims secured by a lien and/or mortgage will be paid as unsecured claims concurrent with Class 5 general unsecured claims. Debtor shall file a separate motion or adversary proceeding to determine: (i) whether the property listed below vests free and clear of the lien(s) and/or mortgage(s) pursuant to § 1327 or (ii) whether the lien(s) and/or mortgage(s) listed below may be avoided pursuant to other applicable provisions of the Bankruptcy Code. Notwithstanding § 1327(a), confirmation of the Plan shall not be dispositive of: (i) the valuation of the collateral or (ii) the secured status of the claims. Debtor has standing and authority to file the motion or adversary proceeding; to the extent that the Trustee has standing to bring such action, standing is hereby assigned to Debtor.

Creditor	Property Address	Motion or Adversary Proceeding to be Filed no Later Than:
HSBC Mortgage Services (2nd Mortgage)	2615 Virginia Ridge Rd Philo, Ohio 43771	prior to discharge

NOTE: If at any time after confirmation sufficient funds are not available to make a full monthly payment on all Class 1 claims, at the Trustee's discretion, the available funds will be distributed pro rata on Class 1 claims. Any post-petition mortgage arrearages will be paid prior to payment of Class 2 claims.

B(4). Property to be Surrendered.

Debtor will surrender the following real property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Address	Estimated Deficiency Amount

C. CLASS 2—CLAIMS SECURED BY PERSONAL PROPERTY; UNEXPIRED LEASES**C(1). Lien Retention and Interest.**

All secured creditors secured only by a security interest in personal property shall retain their liens until the earlier of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law. Unless otherwise stipulated or provided for below, secured creditors shall be paid interest at the rate of 5.00 %.

C(2). Claims to Which § 506 Does Not Apply.

(a) Debtor shall pay the following claims in full:

Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment

(b) The collateral described below shall be surrendered to the secured creditor in full satisfaction of its claim:

Secured Creditor	Property Description

C(3). Claims to Which § 506 Applies.

(a) Claims listed in this subsection consist of any claims secured by personal property not described above. To the extent a secured creditor's claim is in excess of the collateral value, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the personal property shall be valued for purposes of § 506 at the lower of the creditor's valuation set forth on its proof of claim or the valuation set forth by Debtor in Schedule B.

Creditor	Property Description	Purchase Date	Scheduled Value of Collateral	Interest Rate	Minimum Monthly Payment
Rhodes Furn	Furniture	Jan 1, 2001	\$50.00	5.00%	\$5.00
Wells Fargo Auto Finance	Dodge Ram Truck	11/8/2006	\$2,500.00	5.00%	\$100.00
Wells Fargo Financial	Chevrolet Venture	7/23/2004	\$1,500.00	5.00%	\$100.00

(b) Debtor will surrender the following property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description	Estimated Deficiency Amount

C(4). Executory Contracts and Vehicle Leases.

(a) Debtor rejects the following executory contract(s) and/or vehicle lease(s) and any resulting claim shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description

(b) Debtor assumes the executory contract(s) and/or vehicle lease(s) listed below. Lease payments may only be paid by Debtor if direct payments are permitted by LBR 3015-1(c)(2). Lease payments will be paid by the Trustee if required by LBR 3015-1(c)(2) or proposed by Debtor.

Creditor	Property Description	Monthly Payment	To be Paid Directly by Debtor	To be Paid by Trustee

NOTE: If at any time after confirmation sufficient funds are not available to make a full monthly payment on all Class 2 claims, at the Trustee's discretion, the available funds will be paid pro rata on Class 2 claims and administrative expense claims.

D. CLASS 3—PRIORITY CLAIMS AND DOMESTIC SUPPORT OBLIGATIONS**D(1). Priority Claims.**

Class 3 claims will be paid pro rata and concurrently with Class 4 claims. All allowed claims entitled to priority under § 507(a) shall be paid in full unless: (i) otherwise provided for in § 1322(a), or (ii) the holder of a particular claim agrees to a different treatment of its claim. Any and all pre-petition penalties, and post-petition penalties and interest, that have accrued or will accrue on any such claims shall be treated as Class 5 general unsecured claims and shall not be entitled to priority.

D(2). Domestic Support Obligations.

(a) The following claims are domestic support obligations (DSOs) as defined in § 101(14A). Debtor shall pay all post-petition DSOs directly to the holder of the claim and not through the Trustee. Upon completion of the Plan, Debtor shall certify to the Court that all payments on post-petition DSOs have been made. Pre-petition arrearages on DSOs shall be paid as follows:

Creditor	Name & Address of State CSEA	Estimated Arrearage Amount	To be Paid Directly by Debtor	To be Paid by Trustee

(b) Name of governmental unit to which a DSO has been assigned, or is owed, or is recoverable by, and the estimated amount of the DSO:

Creditor	Governmental Unit	Estimated DSO Amount	To be Paid Directly by Debtor	To be Paid by Trustee

E. CLASS 4—SECURED CLAIMS NOT OTHERWISE DESIGNATED

E(1). Payment of Class 4 Claims.

Class 4 claims including pre-petition mortgage arrearages, pre-petition and post-petition lease arrearages, real estate taxes and other secured claims not otherwise designated shall be paid pro rata, concurrently and in full with Class 3 claims.

NOTE: No interest shall be paid on any pre-petition mortgage arrearages as part of the cure of the default if the mortgage was entered into after October 22, 1994.

E(2). Pre-Petition Arrearages on Real Estate Mortgage(s).

Debtor shall cure the following pre-petition mortgage arrearages:

Creditor	Property Address	Estimated Arrearage Amount
HSBC Mortgage Services (1st Mtg)	2615 Virginia Ridge Rd Philo, Ohio 43771	\$14,000.00

E(3). Arrearages on Assumed Leases and Executory Contracts.

Debtor shall cure the following arrearages on assumed leases and/or executory contracts:

Creditor	Property Address/Description	Estimated Arrearage Amount

F. CLASS 5—GENERAL UNSECURED CLAIMS

F(1). Unsecured Dividend.

After payment of allowed claims in Classes 1, 2, 3 and 4, allowed general unsecured claims shall be paid a dividend of 5.00%.

F(2). Solvency.

If this is a solvent estate, all general unsecured claims shall be paid in full with interest at
 5.00 %, unless otherwise provided.

G. MISCELLANEOUS PROVISIONS**G(1). Co-Debtor Claims.**

Co-debtor claims shall be paid as marked below:

Creditor	To be Paid by Co-Debtor as a Contingent Debt	To be Paid in Full with Interest at Rate Specified Below	To be Paid Same Dividend as General Unsecured Claims

G(2). Sale of Property.

Debtor proposes to sell the real or personal property described below following Trustee and/or Court approval upon notice as required by LBR 6004-1(c)–(f). Debtor shall commit the net proceeds as follows:

Property Address/Description	Date by Which Sale Shall be Completed	Estimated Net Proceeds	Disposition of Net Proceeds

NOTE: The sale of any property shall comply with LBR 6004-1(c)–(f).

G(3). Tax Returns.

☒ If marked, all tax returns and tax reports due pre-petition have been filed. If not, please specify:

Tax Agency	Type of Tax	Tax Period	Date Return will be Filed

G(4). Vesting.

Mark one:

- ☐ Confirmation of the Plan vests all property of the estate in Debtor free and clear of any claim or interest of any creditor provided for by the Plan pursuant to § 1327(b) and (c);
- or
- ☒ Property of the estate shall not vest in Debtor upon confirmation but shall remain property of the estate until the case is dismissed, converted, or a discharge is issued, whichever occurs first.

G(5). Other Events.

If any of the following occurs, Debtor shall fully and timely disclose the event to the Trustee and shall file any appropriate notice, application and/or motion with the Trustee and/or Court:

- Any change in marital status or child/spousal support payments;
- Any change in employment;
- Any change of address; and/or
- Any financial recovery to which Debtor becomes entitled for any reason, including without limitation, any personal injury claim, employment claim, workers' compensation claim, unemployment claim, inheritance, life insurance benefits, lottery proceeds or property settlement.

G(6). Insurance Information.

As of the Petition Date, Debtor's property is insured as follows:

Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent and Contact Information	
2615 Virginia Ridge Philo, Ohio	Indemnity Ins Co of N America	FO-188175 NV06- Ohio	Full	Kraft Lake Ins Ag (800) 339-3114	
Chev Venture Dodge Ram Chev S10	State Farm State Farm State Farm	110 6634-C18-35L 117 8331-E16-35D 329 7539-D19-35	Full Full Full	Jana Della Flora (614) 864-5262	

G(7). Casualty Loss Insurance Proceeds (Substitution of Collateral).

If a motor vehicle is substantially damaged while subject to an unpaid secured claim, Debtor shall have the option, upon the filing of an appropriate motion, of using the proceeds of any insurance payable due to loss of the vehicle to: (i) repair the vehicle, (ii) pay off the balance of the secured claim if the secured creditor is a named loss payee on the policy, or (iii) substitute the collateral by purchasing a replacement vehicle. If Debtor purchases a replacement vehicle, the vehicle shall have a value not less than the balance of the unpaid secured claim, the lien of the creditor shall be transferred to the replacement vehicle, and the Trustee will continue to pay the allowed secured claim. Debtor may not purchase a replacement vehicle without Trustee and/or Court approval as required by LBR 4001-3(b)–(d).

G(8). Post-Petition Debt.

Debtor shall not incur any non-emergency consumer debt in excess of \$1,000 without Trustee and/or Court approval. LBR 4001-3(b)–(d).

H. SPECIAL PROVISIONS

The Special Provisions listed below, if any, are restricted to those items applicable to Debtor's particular circumstances.

NOTE: Special Provisions shall **NOT** contain a restatement of provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Bankruptcy Rules, nor shall this section contain boilerplate language regarding the treatment of mortgages, mortgage arrearages, proofs of claim, consumer protection provisions or the like. *See* General Order No. 7.

Special Provisions:		
1.	Debtor may elect to sell the real estate or personal property included herein during the pendency of the Plan, upon proper application and approval by the Court.	

The undersigned hereby certify(ies) that the Plan does not contain any alterations to the text of the Mandatory Form Plan, except as authorized by order of the Court.

Debtor	
/s/ Maurice M. Burch, Jr.	

Joint Debtor	
/s/ Renee C. Burch	

Dated: July 13, 2011

Dated: July 13, 2011

Case Attorney:	
/s/ Crystal I. Zellar (#0038785)	
/s/ Adam T. Barclay (#0075869)	
/s/ Thomas A. McCarty (#0085244)	
/s/ Zellar & Barclay, Attorneys at Law, Inc.	
/s/ 720 Market Street, PO Box 2172	
/s/ Zanesville, Ohio 43701	
/s/ Telephone: (740) 452-8439	
/s/ Facsimile: (740) 450-8499	
/s/ e-mail: mail@zellarlaw.com	

Dated: July 13, 2011

NOTICE AND CERTIFICATE OF SERVICE

I hereby certify that on **July 13, 2011**, a copy of the foregoing **First Amended Chapter 13 Plan** was served on the following registered ECF participants, **electronically** through the court's ECF System at the email address registered with the court:

US Trustee	Chapter 13 Trustee Jill Leanne Fealko, Esq.	LeAnn E. Covey, Esq. Andrew A. Paisley, Esq.
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and on the following by **ordinary U.S. Mail** addressed to:

Maurice & Renee Burch 2615 Virginia Ridge Rd Philo OH 43771	Citi Cards Correspondence PO Box 6500 Sioux Falls SD 57117	HSBC Mortgage Services Inc PO Box 21188 Eagan MN 55121
HSBC Bank Nevada NA Bass & Associates PC 3936 E Ft Lowell Rd Suite 200 Tucson AZ 85712	CitiMortgage Inc Correspondence PO Box 9438 Gaithersburg MD 20898-9438	Internal Revenue Service PO Box 7346 Philadelphia PA 19101-7346
American Express Customer Service PO Box 297804 Fort Lauderdale FL 33329-7804	City Of Columbus Department of Public Utilities 910 Dublin Rd Columbus OH 43215	JC Penney GE Money Bank PO Box 981403 El Paso TX 79998-1403
American Express Customer Service PO Box 7863 Fort Lauderdale FL 33329-7863	Discover Bank DB Servicing Corporation PO Box 3025 New Albany OH 43054-3025	Lerner Sampson & Rothfuss 120 East Fourth Street PO Box 5480 Cincinnati OH 45201-5480
Anna Burch 13403 Hissem Road Alexandria KY 41001	Discover Financial Services Customer Service PO Box 30943 Salt Lake City UT 84130	Marathon Petroleum Company LLC 539 S Main St CCC - Mail Desk Findlay OH 45840
B-Real LLC MS 550 PO Box 91121 Seattle WA 98111-9221	ECast Settlement Corporation PO Box 35480 Newark NJ 07193-5480	Matt McGowan 129 Vantage Point Place Pickerington OH 43147
BP JP Morgan Chase PO Box 15298 Wilmington DE 19850-5298	GE Money Bank c/o Recovery Management Systems 25 SE 2 nd Ave #1120 Miami FL 33131-1605	Northland Group Inc PO Box 390905 Edina MN 55439
Becket & Lee LLP PO Box 3001 Malvern PA 19355	HSBC Mortgage Services PO Box 21188 Eagan MN 55121	Ohio Department of Taxation Attn: Bankruptcy Division PO Box 530 Columbus OH 43266-0030
Chase Customer Service PO Box 15298 Wilmington DE 19850-5298		Ohio Department of Taxation c/o Attorney General of Ohio Collections Enforcement Section 150 East Gay Street 21st Fl Columbus OH 43215

Resurgent Capital Services
PO Box 10587
Greenville SC 29603-0587

Rhodes Furniture Retail Services
PO Box 15521
Wilmington DE 19850-5521

Telhio Credit Union
96 North 4th Street
Columbus OH 43215

US Attorney
303 Marconi Blvd #200
Columbus OH 43215

US Attorney General
Main Justice Building Room 5111
10th & Constitution Avenue NW
Washington DC 20530

Wells Fargo
Attn: Dorothy Kester
PO Box 7648
Boise ID 83707

Wells Fargo Auto Finance
PO Box 29704
Phoenix AZ 85038

Wells Fargo Financial
PO Box 29704
Phoenix AZ 85038

Wells Fargo Financial National Bank
PO Box 14487
Des Moines IA 50306

eCAST Settlement Corporation
Successor to Wells Fargo Bank NA
PO Box 35480
Newark NJ 07193-5480

eCAST Settlement Corporation
assignee of GE Money/JC Penney
PO Box 35480
Newark NJ 07193-5480

as and for NOTICE that the attached request for relief would be filed. The undersigned will present to the Court a proposed order granting the relief sought, unless, within twenty-one (21) days after this date, a written memorandum in opposition along with a request for hearing is filed with the Court and served on the undersigned.

/s/ Crystal I. Zellar

Crystal I. Zellar (#0038785)

Adam T. Barclay (#0075869)

Thomas A. McCarty (#0085244)

Zellar & Barclay, Attorneys at Law, Inc.

Counsel for Debtors

IN RE: :
Maurice M. Burch, Jr.,
Renee C. Burch, : Case No. 11-54516
: Chapter 13
Debtors. : Judge Preston

Counsel for Debtors